

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

**DICKEY’S BARBECUE PIT, INC. AND §
DICKEY’S BARBECUE §
RESTAURANTS, INC. §**

Plaintiffs, §

VS. §

Case No. 4:17-cv-00502-ALM

**DOUGLAS DUBIN, BRIGITTE DUBIN, §
ERIC DUBIN, CHARLES DUBIN, AND §
DDD DESTINY GROUP, LLC §**

Destiny.

PERMANENT INJUNCTION ORDER

IT IS HEREBY CONSIDERED, ORDERED, AND ADJUDGED that notwithstanding Defendants Douglas Dubin’s and Brigitte Dubin’s (collectively “The Dubins”) performance under the franchise agreement entered with the Plaintiffs, their agents, servants, employees, attorneys, and those in active concert or participation with The Dubins, are HEREBY PERMANENTLY RESTRAINED AND ENJOINED from:

(1) manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling any products which bear the Dickey’s Barbecue Restaurants, Inc.’s or Dickey’s Barbecue Pit Inc.’s (collectively Dickey’s) trademarks, trade dress or any marks/designs identical thereto, substantially indistinguishable from, substantially similar thereto, or confusingly similar thereto as relates to the Franchise Agreement effective January 14, 2016, for the Dickey’s Barbecue Restaurant, Inc. franchise in Pahrump, Nevada;

(2) engaging in any other activity that will dilute the distinctiveness of the Dickey's trademarks as relates to the Franchise Agreement effective January 14, 2016, for the Dickey's Barbecue Restaurant, Inc. franchise in Pahrump, Nevada;

(3) committing any other act which falsely represents or has the effect of falsely representing that the goods and services of The Dubins are licensed by, authorized by, offered by, produced by, sponsored by, endorsed by, or in any other way associated with Dickey's Barbecue Pit, Inc. or Dickey's Barbecue Restaurants, Inc. as relates to the Franchise Agreement effective January 14, 2016, for the Dickey's Barbecue Restaurant, Inc. franchise in Pahrump, Nevada;

(4) using, disposing of, alienating or doing or failing to do anything that would affect the destruction or other disposition of all remaining trademark inventory of the Dickey's Barbecue Restaurants, Inc.'s Pahrump, Nevada franchise described in the Franchise Agreement effective January 14, 2016, or other merchandise bearing the Dickey's trademarks, or any marks confusingly or substantially similar thereto, including all advertisements, promotional and marketing materials therefore, as well as means of making same, including signs related to the described Pahrump, Nevada franchise; and

(5) infringing Dickey's trade dress.

It is further **ORDERED** that as between Plaintiffs and The Dubins, the party incurring a court cost shall be responsible for that cost.

It is further **ORDERED** that this Court will retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

It is further **ORDERED** that this Order may be served upon The Dubins by certified mail, United Parcel Service, by the United States Marshal, electronic means or the Clerk of the Court.

IT IS SO ORDERED.

SIGNED this 22nd day of October, 2018.

A handwritten signature in black ink, reading "Amos Mazzant", written over a horizontal line.

AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE